



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1284969 LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR-MT, CNC-MT

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Tenant applied for:

- an order to cancel a 10 Day Notice to End Tenancy dated October 28, 2021 (the 10 Day Notice), seeking more time to dispute the Notice; and
- an order to cancel a One Month Notice to End Tenancy, also dated October 28, 2021 (the One Month Notice), seeking more time to dispute the Notice.

The Tenant attended the hearing; the Landlord did not. The Tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenant testified he served the Notice of Dispute Resolution Proceeding (NDRP) on the Landlord in person “about two days after” it was made available for pick up at Service BC, which was November 16, 2021. Based on the Tenant’s affirmed undisputed testimony, I find the Tenant served the Landlord the NDRP in person on November 18, 2021. I accept the Tenant’s testimony on service, and find the Tenant served the Landlord in accordance with section 89 of the Act.

Preliminary Matter - Non-attendance of Landlord

Residential Tenancy Branch Rule of Procedure 6.6 states:

**6.6 The standard of proof and onus of proof**

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

As the Landlord did not attend the hearing to prove the ground(s) on which the notices were issued, I cancel both the 10 Day Notice and the One Month Notice, and find that the tenancy will continue until it is ended in accordance with the Act.

Conclusion

The Tenant's application is granted.

The 10 Day Notice and the One Month Notice are cancelled. The tenancy will continue until it is ended in accordance with the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 04, 2022

---

Residential Tenancy Branch